

Exhibit W

POLICY NUMBER: SBFXS0124400

COMMERCIAL EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ABUSE OR MOLESTATION COVERAGE ENDORSEMENT (SUB-LIMIT)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limits of Insurance
Abuse Or Molestation Each Act Limit:	\$ 1,000,000
Abuse Or Molestation Aggregate Limit:	\$ 1,000,000

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverages:

Insurance provided under this Coverage Part does not apply to:

1. "Injury or damage" arising out of the actual, alleged or threatened abuse or molestation of any person, persons or organizations; or
2. "Injury or damage" arising out:
 - a. The employment;
 - b. Training or supervision;
 - c. Investigation;
 - d. Reporting, or failure to so report, to the proper authorities;
 - e. Retention or reassignment;

Of a person, persons or organizations:

- (i) Accused or guilty of; or
- (ii) Who had or should have had actual, implied or imputed knowledge of:
The actual, alleged or threatened abuse or molestation of any person.

B. Notwithstanding paragraph A. above, the following is added to Section I – Coverages:

1. INSURING AGREEMENT – ABUSE OR MOLESTATION COVERAGE

- a. We will pay on behalf of the insured "ultimate net loss" in excess of the "retained limit" because of "injury or damage" arising out of an act of "abuse or molestation" to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling

underlying insurance” have been exhausted in accordance with the provisions of such “controlling underlying insurance”.

When we have no duty to defend, we will have the right to defend, or participate in the defense of, the insured against any other suit seeking damages for “injury or damage”. However, we will have no duty to defend the insured against any “suit” seeking damages for which insurance under this policy does not apply. At our discretion, we may investigate any “abuse or molestation” that may involve this insurance and settle any resultant claim or “suit”, for which we have the duty to defend.

But:

- (1) The amount we will pay for “ultimate net loss” is limited as described in Section II – Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable Limits of Insurance in the payment of judgments and settlements under this Coverage Part. However, if the policy of “controlling underlying insurance” specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to “injury or damage” that is subject to an applicable “retained limit”. If any other limit, such as, a sublimit, is specified in the “controlling underlying insurance”, this insurance does not apply to “injury or damage” arising out of that exposure unless that limit is specified in the Declarations under the Schedule of “controlling underlying insurance”.
- c. This insurance applies only if:
- (1) The “injury or damage” takes place during the policy period and caused by an “abuse or molestation” that takes place in the “coverage territory”;
 - (2) The first act of “abuse or molestation” takes place during the policy period; and
 - (3) Prior to the policy period, no insured and no “employee” authorized by you to give or receive notice of “abuse or molestation” or a claim, knew that the “injury or damage” had taken place, in whole or in part. If such an insured or authorized “employee” knew, prior to the policy period, that the “injury or damage” occurred, then any continuation, change or resumption of such “injury or damage” during or after the policy period will be deemed to have been known prior to the policy period.
- c. As to each claimant, multiple acts of “abuse or molestation” by the same person(s), as well as any breach of duty allowing or contributing to such act(s), shall collectively be deemed to be one act. The date of the act shall be deemed to be the date of the first act of “abuse or molestation”. If the date of the event precedes the effective date of this endorsement then any liability in regard to such claimant(s) arising from such act is not covered hereunder.

2. EXCLUSIONS

With respect to the coverage provided by this endorsement, the following exclusions are added to Paragraph 2. **Exclusions** of **Section I – Coverages**:

This insurance does not apply to:

- a. Liability of any person who actually participates in any act of “abuse or molestation”. However, this exclusion does not apply to the victim of the “abuse or molestation” act.
- b. The cost of defense of or the cost of paying any fines for, any person resulting from criminal prosecution for actual or alleged violation of a criminal or penal statute.
- c. Any person who has been found guilty of, or pled guilty or no contest to, any criminal act involved in any “abuse or molestation”.

- d. Any liability for or injury to:
 - (i) Any of the insured's "employees" arising out of and in the course of employment by the insured; or
 - (ii) The spouse, child, parent, brother or sister of that "employee" as a consequence of number (i) above.

This exclusion applies:

- (i) Whether you may be liable as an employer or in any other capacity; and
 - (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- e. Any claim for damages which arise out of, result from, involve or in any way relate to acts or omissions of you or your officer(s), director(s), "employee", "volunteer worker", student in training or "contract worker" which takes place subsequent to you or your officer(s) or director(s) acquiring knowledge of any "abuse or molestation" attempted or committed by any other officer, director, "employee", "volunteer worker", student in training or "contract worker" of an insured.
 - f. Punitive, exemplary or multiplied damages, fines or penalties.
 - h. Restitution or equitable relief, including the return, withdrawal or reduction of professional fees.

C. LIMITS OF INSURANCE

Paragraph 2. of SECTION II – LIMITS OF INSURANCE is modified by the addition of the following:

- e. Subject to Paragraph 2.b. above, the Abuse Or Molestation Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" arising out of "abuse or molestation" covered by this endorsement. The Abuse or Molestation Aggregate Limit shown in the Schedule above is part of, and not in addition to, the General Aggregate Limit shown on the Declarations.
- f. Subject to Paragraph 2.e. above, the Abuse Or Molestation Each Act Limit shown in the Schedule of this endorsement is the most we will pay for "ultimate net loss" because of any one act of "abuse or molestation".

D. DEFINITIONS

With respect to coverage provided by this endorsement, SECTION IV – DEFINITIONS is modified as follows:

1. Definition 4. "Injury or damage" is deleted and replaced with the following:
 4. "Injury or damage" means bodily injury, sickness or disease including emotional distress or anguish including death as a result therefrom.
2. The following Definitions added:
 7. "Abuse or Molestation" means:
 - a. Each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse or sexual molestation performed by one person or two or more people acting together. Each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse or sexual molestation committed by, participated in by, directed by, instigated by or

knowingly allowed to happen by one or more persons shall be considered one "Abuse or Molestation" act regardless of:

- i. The number of parties;
- ii. The period of time which the acts of physical abuse, sexual abuse or sexual molestation took place; and
- iii. The number of such acts or encounters.

"Abuse or Molestation" consisting of or comprising more than one act of physical abuse, sexual abuse or sexual molestation shall be deemed to take place, for all purposes within the scope of this policy, at the time of the first such encounter.

b. The negligent:

- i. Employment;
- ii. Training or Supervision;
- iii. Investigation;
- iv. Reporting to the proper authorities, or failure to so report; or
- v. Retention or Reassignment;

Of a person for whom any insured is or ever was legally responsible and that engaged in an act of "abuse or molestation" and whose conduct would be included under paragraph a. above.

- 8. "Contract Worker(s)" means any person performing services for the insured whether on a temporary basis, or as an independent contractor.
- 9. "Counseling services" means the act of giving advice or guidance in connection with the insured's "professional services".
- 10. "Professional Services" means activities performed by an insured or on behalf of an insured to aid persons and/or families seeking assistance from you in the management of their lives, including "counseling services".
- 11. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit without consent; or
 - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- 3. As used in this endorsement, the definitions of "employee" and "volunteer worker" are defined in the "controlling underlying insurance".

All other terms and conditions of this Policy remain unchanged.